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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/699,498	10/31/2003	Akio Iijima	860.1003	3133
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Davidson, Davidson & Kappel, LLC 485 7th Avenue 14th Floor New York, NY 10018			EXAMINER	
			BOYCE, ANDRE D	
			ART UNIT	PAPER NUMBER
			3623	
MAIL DATE	DELIVERY MODE			
05/15/2008	PAPER			

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 10/699,498	<b>Applicant(s)</b> IIJIMA, AKIO
	<b>Examiner</b> Andre Boyce	<b>Art Unit</b> 3623

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If no period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED. (35 U.S.C. § 133).

Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

1) Responsive to communication(s) filed on 14 January 2008.

2a) This action is FINAL.      2b) This action is non-final.

3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

4) Claim(s) 1 and 22-37 is/are pending in the application.

4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.

5) Claim(s) \_\_\_\_\_ is/are allowed.

6) Claim(s) 1 and 22-37 is/are rejected.

7) Claim(s) \_\_\_\_\_ is/are objected to.

8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

9) The specification is objected to by the Examiner.

10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a) All    b) Some \* c) None of:

1. Certified copies of the priority documents have been received.
2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

1) Notice of References Cited (PTO-892)

2) Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) Information Disclosure Statement(s) (PTO-166/08)  
Paper No(s)/Mail Date 10/9/07

4) Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_

5) Notice of Informal Patent Application

6) Other: \_\_\_\_\_

## DETAILED ACTION

### *Response to Amendment*

1. This Final office action is in response to Applicant's amendment filed January 14, 2008. Claim 1 has been amended. Claims 2-21 have been canceled. Claims 22-37 have been added and claims 1 and 22-37 are pending.
2. Applicant's arguments filed January 14, 2008 have been fully considered but they are not persuasive.

### *Claim Rejections - 35 USC § 102*

3. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.
4. Claims 1 and 22-37 are rejected under 35 U.S.C. 102(e) as being anticipated by Carruthers et al (USPN 7,174,305).

As per claim 1, Carruthers et al disclose an advertisement delivery/management system for delivering an advertisement according to priority on a viewer-by-viewer basis (i.e., dynamic campaign manager 50, column 3, lines 60-65), comprising: an advertisement delivery server for delivering an advertisement to a viewer (i.e., delivery manager 54, column 4, lines 22-25); advertisement delivery management means for managing said advertisements to be delivered from said advertisement delivery server to said viewer in accordance with a priority (i.e., inventory manager 51 generates the best plan to fulfill advertiser contracts and optimize usage, column

4, lines 17-22); and an advertisement database for storing advertisement digital data of said advertisement to be delivered from said advertisement delivery server (i.e., database 60, figure 2), wherein said advertisement delivery management means includes: advertisement verification means for verifying a particularity of said advertisement to be delivered (i.e., contract of the content to be delivered, quantity, subscriber group and start and end dates, column 4, lines 10-16); and advertisement digital data change/update means for changing or updating said advertisement digital data stored in said advertisement database (i.e., inventory manager 51 modifies the plan as needed, column 4, lines 19-22), and wherein said advertisement verification means is operable to: calculate an authorization coefficient for said particularity of said advertisement to be delivered (i.e., the capacity forecaster 52 assists in forming contracts, wherein a contract is an agreement for content delivery, column 4, lines 7-10, and the capacity forecaster calculates the probably or expected supply of screen real estate and approves the contract if an adequate supply is expected for the proposed campaign, column 4, lines 59-65); and determine, based on said calculated authorization coefficient, whether a delivery of said advertisement to be delivered is authorized by (a) verifying a broadcast authorization information pre-registered for said advertisement to be delivered, and a specific condition to be determined at a time of a delivery of said advertisement to be delivered (i.e., contract of the content to be delivered, quantity, subscriber group and start and end dates, column 4, lines 10-16), and/or (b) verifying whether a category, a product or an advertiser of an advertisement to

be prepared for a delivery in priority is matched with a requirement of a currently accessing program provider, or of a program into which said advertisement is to be inserted, and/or (c) verifying whether a program or a program type, into which said advertisement to be prepared for a delivery in priority is inserted, is an insertion-rejection program or an insertion-rejection program type by an advertiser of said advertisement.

As per claim 22, Carruthers et al disclose said advertisement verification means is operable to verify whether said advertisement digital data of said advertisement to be prepared for a delivery in priority exist in said advertisement delivery server which is accessed currently (i.e., inventory manager 51 constructs a delivery plan for all approved campaigns, column 4, lines 44-45).

As per claim 23, Carruthers et al disclose said advertisement verification means is operable to determine which digital data should be delivered when said digital data of said advertisement to be prepared for a delivery in priority exist in a plurality of different forms in said advertisement delivery server which is accessed currently (i.e., determination of content to be delivered in agreement with the contract terms, column 4, lines 7-10).

As per claim 24, Carruthers et al disclose said advertisement verification means is operable to invoke a broadcast authorization information from said advertisement delivery managing means (i.e., contracted terms between the scheduler system and the advertiser, column 4, lines 10-16), and then to verify whether said advertisement to be prepared for a delivery in priority is within a range granted of said broadcast

authorization for at least one or more of a delivery mode, a period of delivery, an area of delivery, a subject of delivery, a content of delivery service, a time zone of delivery, and age restriction of viewers, in accordance with the delivery system which is accessed currently (i.e., contract of the content to be delivered, quantity, subscriber group and start and end dates, column 4, lines 10-16).

As per claim 25, Carruthers et al disclose said advertisement verification means is operable to verify whether it is possible to insert a run time of said advertisement digital data of said advertisement to be prepared for a delivery in priority within a range of a time- period of an advertisement frame into which said advertisement is intended to be inserted (i.e., contract of start and end dates, column 4, lines 10-16).

As per claim 26, Carruthers et al disclose said advertisement digital data change/update means is operable to change/update said advertisement digital data when it is determined to be necessary to change/update said advertisement digital data during said verification (i.e., inventory manager 51 modifies the plan as needed, column 4, lines 19-22).

As per claim 27, Carruthers et al disclose said advertisement digital data change/update means is operable to classify the weights of all coefficients into advertisements, by allocating predetermined coefficients, respectively, when it is authorized/unauthorized of a delivery according to a result of the verification/determination at a time of delivery by said advertisement verification means (i.e., the capacity forecaster 52 assists in forming contracts, wherein a contract is an agreement for content delivery, column 4, lines 7-10, and the capacity

forecaster calculates the probably or expected supply of screen real estate and approves the contract if an adequate supply is expected for the proposed campaign, column 4, lines 59-65).

Claims 28-34 are rejected based upon the same rationale as the rejections of claims 1 and 22-27, respectively, since they are the method claims corresponding to the system claims.

As per claim 35, Carruthers et al disclose an advertisement delivery/management system for delivering an advertisement according to priority on a viewer-by-viewer basis (i.e., dynamic campaign manager 50, column 3, lines 60-65), which includes an advertisement delivery server for delivering an advertisement to each of viewers (i.e., delivery manager 54, column 4, lines 22-25), advertisement delivery management means for managing said advertisement to be delivered from said advertisement delivery server to each of said viewers based on a priority (i.e., inventory manager 51 generates the best plan to fulfill advertiser contracts and optimize usage, column 4, lines 17-22), and an advertisement database for storing advertisement digital data of said advertisement to be delivered from said advertisement delivery server (i.e., database 60, figure 2), said advertisement delivery/management system, comprising: advertisement-delivery priority management means for determining a priority-determining coefficient of an advertisement for a client (i.e., delivery manager 54 can reorder or reprioritize the master list based upon feedback and queuing algorithms, column 5, lines 59-61); advertisement-authorization management means for determining said advertisement

for said client, and an authorization coefficient of said advertisement, respectively (i.e., the capacity forecaster 52 assists in forming contracts, wherein a contract is an agreement for content delivery, column 4, lines 7-10); and advertisement delivery means for delivering said advertisement to said client, wherein said advertisement delivery means is operable to determine an advertisement delivery schedule in accordance with said priority-determining coefficient determined by said advertisement-delivery priority management means and said authorization coefficient determined by said advertisement-authorization management means, and to deliver said advertisement and a particularity of said advertisement to said client in accordance with said determined advertisement delivery schedule (i.e., delivery manager 54 can reorder or reprioritize the master list based upon feedback and queuing algorithms, column 5, lines 59-61).

Claim 36 is rejected based upon the same rationale as the rejection of claim 35, since it is the method claim corresponding to the system claim.

As per claim 37, Carruthers et al disclose an advertisement delivery/management system for delivering an advertisement according to priority on a viewer-by-viewer basis (i.e., dynamic campaign manager 50, column 3, lines 60-65), which includes an advertisement delivery server for delivering an advertisement to each of viewers (i.e., delivery manager 54, column 4, lines 22-25), advertisement delivery management means for managing said advertisement to be delivered from said advertisement delivery server to each of said viewers based on a priority (i.e., inventory manager 51 generates the best plan to fulfill advertiser contracts and

optimize usage, column 4, lines 17-22), and an advertisement database for storing advertisement digital data of said advertisement to be delivered from said advertisement delivery server (i.e., database 60, figure 2), said advertisement delivery/management system, comprising: designated-advertisement detection means for detecting whether there is a designated-advertisement for an advertisement frame (i.e., contract of the content to be delivered, quantity, subscriber group and start and end dates, column 4, lines 10-16); designated-advertisement priority determination means for determining the priority of a designated-advertisement when said designated-advertisement detection means detects one or more of said designated advertisements in said advertisement frame in accordance with a detection result of said designated-advertisement detection means (i.e., inventory manager 51 generates the best plan to fulfill advertiser contracts and optimize usage, column 4, lines 17-22); spot-advertisement priority determination means for determining a priority of a spot advertisement when there is no designated-advertisement in said advertisement frame in accordance with a detection result of said designated-advertisement detection means (i.e., contract of the content to be delivered, quantity, subscriber group and start and end dates, column 4, lines 10-16); and advertisement-authorization management means for determining said advertisement for said client, and an authorization coefficient of a particularity of said advertisement, respectively (i.e., contract of the content to be delivered, quantity, subscriber group and start and end dates, column 4, lines 10-16), wherein said advertisement and said particularity of said advertisement are

delivered to said client in accordance with the priority determined by said designated-advertisement priority determination means or the priority determined by said spot-advertisement priority determination means, and in accordance with the authorization coefficient determined by said advertisement authorization management means (i.e., agreement of the contract terms, column 4, lines 7-10).

## **Response to Arguments**

5. In the Remarks, Applicant argues, with respect to claims 1 and 28, and similarly claims 35 and 36, that Carruthers does not show or teach "wherein said advertisement verification means is operable to: calculate an authorization coefficient for said particularity of said advertisement to be delivered; and determine, based on said calculated authorization coefficient, whether a delivery of said advertisement to be delivered is authorized by (a) verifying a broadcast authorization information pre-registered for said advertisement to be delivered, and a specific condition to be determined at a time of a delivery of said advertisement to be delivered, and/or (b) verifying whether a category, a product or an advertiser of an advertisement to be prepared for a delivery in priority is matched with a requirement of a currently accessing program provider, or of a program into which said advertisement is to be inserted, and/or (c) verifying whether a program or a program type, into which said advertisement to be prepared for a delivery in priority is inserted, is an insertion-rejection program or an insertion-rejection program type by

an advertiser of said advertisement" as recited in amended claim 1 of the present application.

The Examiner respectfully disagrees. First, as seen in Applicant's specification, page 14, the authorization coefficient is simply 0 or 1, wherein 0 indicates no authorization and 1 indicates authorization. Similarly, Carruthers et al disclose authorization, wherein the capacity forecaster 52 assists in forming contracts, wherein a contract is an agreement for content delivery (column 4, lines 7-10), and wherein the capacity forecaster 52 calculates the probably or expected supply of screen real estate and approves the contract if an adequate supply is expected for the proposed campaign (column 4, lines 59-65). As such, the approval of the contract is indeed an authorization calculation (i.e., the contract is authorized or not authorized). Furthermore, Carruthers et al disclose contract of the content to be delivered, quantity, subscriber group and start and end dates (column 4, lines 10-16), which is indeed authorization by (a) verifying a broadcast authorization information pre-registered for said advertisement to be delivered, and a specific condition to be determined at a time of a delivery of said advertisement to be delivered.

### ***Conclusion***

6. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

7. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Andre Boyce whose telephone number is (571)272-6726. The examiner can normally be reached on 9:30-6pm M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on (571) 272-6729. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Andre Boyce/  
Primary Examiner, Art Unit 3623  
May 11, 2008